

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

G&R MINERAL SERVICES, INC., an)
Alabama Corporation,)
)
Plaintiff/Counter Defendant,)
)
vs.) CASE NO: 2:23-cv-497-AMM
)
CARMEUSE LIME & STONE, INC.)
)
Defendant/Counter Claimant.)

AMENDED COMPLAINT**I. PARTIES**

1. Plaintiff, G&R Mineral Services, Inc. (“G&R”) is an Alabama Corporation, licensed to do and doing business in Shelby County, Alabama at all times material hereto, which was domesticated under the laws of the State of Alabama with its principal place of business located at 2355 Alton Road, Birmingham, Alabama 35210.

2. Carmeuse Lime & Stone, Inc., (“Carmeuse”) is a lime and limestone mining company licensed to do and doing business in Shelby County, Alabama at all times material hereto, which was incorporated under the laws of the State of Delaware. Its principal place of business is located at 599 Highway 31 South, Saginaw, Alabama 35137.

II. JURISDICTION

This Court has jurisdiction over this action as the minimum amount in controversy is present. Venue is proper in this Court pursuant to Ala. Code § 6-3-2 (1975) and § 35-11-220 and Alabama rules of Civil Procedure 82(c).

III. STATEMENT OF FACTS

3. G&R has had a longstanding history of providing labor, equipment and materials at Carmeuse's request on site at the Carmeuse plant located in Saginaw, Shelby County, Alabama, known as the Longview Division.

4. From beginning on or about July 30, 2022, through on or about August 22, 2022, G&R provided labor, equipment and materials at Carmeuse's request to the Longview Division plant.

5. Three invoices were submitted to Carmeuse for G&R's work as had typically been done in the past. (Exhibit "A")

6. Despite repeated demands to Carmeuse, however, Carmeuse has failed and refused to pay the three invoices for work performed by G&R, which totals \$309,620.26.

7. G&R timely gave notice of its intent to file a lien to the owners of the real property, Carmeuse, by notice dated November 23, 2022. (Exhibit "B")

8. On November 28, 2022, G&R filed a Verified Statement of Lien ("Lien") in the Probate Court of Shelby County, Alabama against the Longview Division property to secure the indebtedness in the amount of \$309,620.26 plus interest and attorney's fees as allowed by law. (Exhibit "C")

9. To date, the Lien amount has not been paid and remains outstanding.

IV. CAUSES OF ACTION

**COUNT ONE
ENFORCEMENT OF LIEN**

10. G&R realleges paragraphs 4, 5, 6, 7, 8 and 9 above as if fully set forth herein.

11. G&R is entitled to foreclose its statutory lien upon the property of Carmeuse to secure the payment of said sum, with interest, fees and costs.

WHEREFORE, G&R demands judgment against Carmeuse and against the property described in Exhibit "C" foreclosing its lien upon the said property and causing the same to be sold at public auction pursuant to statutory procedure, in order to satisfy the indebtedness owed to G&R on account of its contract to provide improvements to said property.

**COUNT TWO
BREACH OF CONTRACT**

12. G&R realleges paragraphs 3, 4, 5 and 6 above as if fully set forth herein.

13. G&R and Carmeuse agreed to perform certain obligations under the terms of the contract into which they entered.

14. G&R provided labor, equipment and materials for the benefit of Carmeuse on its Longview Division property in Saginaw, Alabama described herein.

15. Carmeuse agreed to pay G&R for said work according to the terms of the contract they signed and/or upon the terms as agreed upon.

16. G&R has performed its obligation to Carmeuse.

17. Carmeuse breached its agreement with G&R by failing to pay its invoices and otherwise failing to abide by the terms of the contract and agreement.

18. As a direct and proximate result of Carmeuse's breaches of contract, G&R has suffered damaged in the sum of, to-wit, \$309,620.26 plus interest and any available attorney fees and costs, pursuant to Alabama Code.

WHEREFORE, G&R demands judgment against Carmeuse in the sum of, to-wit, \$309,620.26 plus interest and attorney's fees as allowed by law and costs and for such further relief to which it may be entitled.

COUNT THREE
UNJUST ENRICHMENT

19. G&R realleges paragraphs 4, 5 and 6 above as if fully set forth herein.

20. G&R and Carmeuse agreed to perform certain obligations under the terms of the agreement into which they entered.

21. G&R has performed work on the property of Carmeuse at Carmeuse's request as described herein and provided labor, equipment and materials to Carmeuse and its property.

22. G&R has provided work and made improvements upon Carmeuse's property and G&R has not been paid for those improvements by Carmeuse.

23. As such, Carmeuse has been unjustly enriched by G&R's work.

WHEREFORE, G&R demands judgment against Carmeuse in the sum of, to-wit, \$309,620.26 plus interest and attorney's fees as allowed by law and costs and for such further relief to which it may be entitled.

**COUNT FOUR
OPEN ACCOUNT**

- 24.** G&R realleges paragraphs 3, 4, 5 and 6 above as if fully set forth herein.
- 25.** G&R timely presented invoices attached as Exhibit "A" to Carmeuse for payment.
- 26.** Carmeuse did not pay the invoices.
- 27.** The suit is filed on an itemized verified statement of account which is filed herein.

WHEREFORE, G&R demands judgment against Carmeuse in the sum of, to-wit, \$309,620.26 plus interest and attorney's fees as allowed by law and costs and for such further relief to which it may be entitled.

**COUNT FIVE
ACCOUNT STATED**

- 28.** G&R realleges paragraphs 3, 4, 5 and 6 above as if fully set forth herein.
- 29.** G&R timely presented invoices attached as Exhibit "A" to Carmeuse for payment.
- 30.** Carmeuse did not timely object within a reasonable time to the invoices.
- 31.** Carmeuse did not pay the invoices.

WHEREFORE, G&R demands judgment against Carmeuse in the sum of, to-wit, \$309,620.26 plus interest and attorney's fees as allowed by law and costs and for such further relief to which it may be entitled.

Respectfully submitted,

/s/ Tamera K. Erskine

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CERTIFICATE OF SERVICE

I hereby certify that I electronically served the foregoing and a link to documents being produced to the below counsel at their email addresses below on this the 30th day of November, 2023:

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